Exhibit 210

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	:	
	:	Master File No.
Global Brokerage, Inc.	:	1:17-cv-00916-RA
F/k/a FXCM, Inc.	:	
Securities Litigation	:	
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REMOTE VIDEO DEPOSITION OF:
SIMON WILSON-TAYLOR
WEDNESDAY, JUNE 2, 2021

REPORTED BY:
SILVIA P. WAGE, CCR, CRR, RPR
JOB NO. 4577008

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Q. Welcome back, Mr. Wilson-Taylor.
I'm going to pick up around where we left off. This is Paragraph 33, looking at the end of the paragraph on Page 13. So let me know when you're there.
A. Yep.
Q. So, at the end of this paragraph, you describe "a nonbank liquidity provider that may customize its services to the needs of the single FX broker who might be its largest or only client."
Do you see that?
A. I do.
Q. Was Effex an example of "a nonbank liquidity provider that customized its services for the needs of a single FX broker," namely, FXCM?
A. I, certainly, had, you know, included Effex in my thinking around the opportunity in the market, yes.
Q. And was it your understanding that FXCM was Effex's largest client?
A. Certainly initially, yes. I'm not sure how it played out later but...

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Q. And -- sorry, I don't mean to cut you off.
Was it your understanding that at times FXCM was Effex's only client?
A. Yes, in the sense that as I understand it, FXCM was Effex's first client and, therefore, by definition would have been their only client, yes.
Q. Are you aware of any other liquidity providers who customized their services to the needs of a single FX broker that was their largest or only client?
A. I am, certainly, aware of the formation of a number of independent and nonbank liquidity providers and I have no doubt that when they started they would have had a single client. So I think, yes, I am aware of that.
Q. Are you aware of any specific liquidity providers who customized their services for the needs of a single FX broker?
A. They -- well...
The general advantage of a nimble small initially maybe even well-funded startup in the FX space is that they are able to customize

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their services to the types of liquidity that they receive in the market. Even ECNs themselves customize pools of liquidity for individual customers. So customization, the ability to establish very specific trading environments and trading pools for customers is an extremely important part of the function of these firms, yes.
Q. I appreciate that. But I don't think that answered my question, which is...
Are you aware of any specific liquidity providers who customer myself their services for the needs of a single FX broker?
A. You know, I'm not privy to the detail of confidential arrangements that exist within each of the firms. What I can tell you is the same methodology applies to ECNs of which I have managed three and in each case we very much customize our liquidity to the needs of those customers and it's the same process so, yes.
Q. But the answer is, no, you're not aware of any specific liquidity providers who customized their services for the needs of a single FX broker?

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A. No, because I have not worked for those firms and I'm not aware of the confidential details of how they operate.
Q. On same page, Page 13/Paragraph 34, subparagraph b, you say that, "In a no dealing desk model, the broker's profitability generally does not depend on the subsequent price increase."
Do you see that?
A. I do.
Q. Other than the margin risk, which you describe in Footnote 42, are there other examples of when you're aware -- sorry.
Are there other examples that you are aware of when a broker's profitability may depend in part on subsequent pricing?
A. Not when the broker is acting as an agent in trade, no.
Q. Other than the margin risk that you describe in the footnote, are there other examples that you are aware of when a broker using a no dealing desk model is exposed to market risk?
A. I'm not -- I can't think of any

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A. I'm not aware of the specifics. But, again, these were all new firms that were created and they would have had to start somewhere. So they would have started with a single customer.

Q. If we move down to the next page, Page 22/Paragraph 57. Do you see that?

A. Yep.

Q. In that paragraph you say that, liquidity providers make payments for order flow when they recognize that the inherent value of the flow is worth more than the cost of servicing that flow. I'm paraphrasing you.

Is that a fair characterization?

A. Yeah.

Q. So is another way to say that that you mean that a liquidity provider is willing to make payments for order flow when the flow is profitable for the liquidity provider?

A. Yeah, I'm not saying that every liquidity provider is willing to make payments for order flow. But what I'm saying is where a payment for order flow arrangement exists, that it clearly needs to be profitable to the liquidity provider in order to be able to make

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those payments. That's really what I'm saying.

Q. So is it fair to say that a profitable flow is a necessary but not sufficient condition for order flow payments in this context?

MR. DAHAN: Objection to form.

A. Well, unless somebody wants to lose money, it has to be a necessary condition, yes.

Q. On the same page, Paragraph 58, the first sentence says, "Payment for order flow is a common practice in the United States."

Do you see that?

A. I do.

Q. Was that statement equally true in 2010 to 2014?

A. Yes.

Q. And is payment for order flow a common practice outside the US?

A. Yes.

Q. Was that true in that 2010 to 2014 time period as well?

A. Yes.

Q. Are there any differences in how common payments for order flow are in the US

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versus other jurisdictions?

MR. DAHAN: Again, objection, form.

Just for clarity, again, you're still focused on 2010 to 2014, or now you're just saying in general?

MR. BAKER: Let's say general.

A. Yeah, I -- you know, I -- I probably couldn't cite all the detail of all the differences. But, you know, there are different approaches to doing business in different markets. So the Japanese Retail Aggregation Market, for example, operates somewhat differently to others.

The European market has, as we know, had a thematic review issued by the FCA, which has set some standards around payment for order flow. And so there are, you know, nuances in how this is done.

But the general principle of looking at the value that a business has and working out that value is assigned between the participants, which can include payment for order flow, is very much an important part of the financial markets operate.

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Q. Okay. In light of the -- later in the same paragraph, the last sentence you say that, "In the US equities market, payment for order flow is industry standard practice."

Does that statement apply equally in 2010 to 2014?

A. I am less aware of a history of payment for order flow in the equities market. I am aware of the current situation in equities markets. But my understanding is that, you know, payment for order flow has been a feature in the equities markets for -- probably for decades.

Q. And when you say, "industry standard practice," do you mean that all or most major brokers made payments for order flow, or do you mean that practice is relatively commonplace?

A. I mean, it's relatively commonplace.

Q. Okay. And is that different in non-US equities markets?

A. I am -- almost no knowledge of non-US equities markets. So I can't answer that question.

Q. Okay. On the next page, Page 53/Paragraph 59, let me know when you're

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there.

A. 59, okay.

Q. You write, "Payment for order flow is also an essential feature of certain relationships in the FX market."

A. Yes.

Q. Is that statement -- sorry.

Was that statement true in 2010-2014?

A. Yes.

Q. For what types of relationships in the FX markets are payments order flow an "essential feature"?

A. You know, what I can very clearly comment on is what is publically available information and what I'm, you know, less able to comment is the confidential relationships between parties and, you know, the FX market still operates at very much under an atmosphere of confidentiality.

What is public is the fact that liquidity providers are paying for flow that comes from institutional customers, asset managers, hedge funds, corporations, et cetera, and have been doing so since -- certainly, since

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1999 when I launched the world's first multi-dealer FX platform and initiated the process where banks paid FX Connect, which is the business I operated, for that order flow.

Q. Did FX Connect offer retail FX trading?

A. FX Connect did not directly offer any retail FX trading. But the sister business that we acquired CurrentX was very much focused a the retail segment.

Q. Did CurrentX receive payments for order flow from liquidity providers in the retail trading context?

A. So CurrentX is an infrastructure provided to the retail FX markets. They're providing core technology, which is white labeled and reused by brokers. So CurrentX wasn't itself a broker, but it was, if you like, the master technology for a very large number of brokers globally.

And so the sequence of order flow would be that the broker would white label CurrentX technology. The retail customer would trade on that platform. And Current X would

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receive payments from the liquidity providers for that order flow, yes.

Q. So Current X did the mechanism that you're talking about, receive payments for order flow from liquidity providers in the retail context?

A. Yes, as a consequence of retail flow coming from its customers, yes.

But I should qualify that, because the legal relationship between Current X and the broker meant that the broker was an institutional customer of Current X. So, by the time Current X received it, it was classified it as institutional flow and subject to, you know, the rules of ineligible contract participant relationship. Whereas the broker to retail customer was very specifically a retail customer relationship.

But the flow was nevertheless the same transaction that went through the Current X pipes and they received payment for order flow for that flow, which originated it from a retail customer.

Q. Does the nature of institutional FX

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trading differ from retail in a way that liquidity providers might be more willing to pay for institutional order flow?

A. I don't think so. You know, again, through segmentation, liquidity providers of all kinds would have different appetite for different types of flow and, therefore, a different extent to which they might be willing to pay for it because it's in their view has different levels of profitability.

But with that caveat, the general principle of payment for order flow, I think, would remain the same.

Q. In your experience, was it more common for liquidity providers to pay for institutional flow as opposed to retail flow?

A. In my experience, history shows me that they have certainly paid more for institutional flow than retail flow, yes.

Q. In the 2010 to 2014 time frame, was it common for -- in your experience -- for liquidity providers to pay for order flow for retail flow?

A. What kind of liquidity providers are

we talking about?
Q. Any type.
A. So, in that time frame, there were certainly discussions between banks and brokers around payment for retail order flow. The extent to which they turned into actual payment for order flow arrangements, I'm kind of less clear on, you know. I was involved personally in a handful of discussions in that space and not many of them ended up with a commercial arrangement from a bank liquidity provider to one of these firms.
I'm, obviously, not privy to the relationships between nonbank liquidity providers and their customers and whether or not that took place. So I can only rely on my experience as a bank liquidity provider in that time period.
Q. In your experience, were you aware of any liquidity providers, bank or nonbank, who did pay for order flow for retail flow in the 2010 to 2014 time period?
A. Again, it would be speculation on my part. You know, the relationships between those firms were confidential. So it may have

happened. It may not have happened. I can't be certain.
Q. So you're not, specifically, aware of any instances in your own personal experience?
A. I'm not specifically aware of it, no. Would I have expected it to occur, yes.
Q. Still in Paragraph 59, you talk about payments being individually negotiated with each liquidity provider.
Did you negotiate with liquidity providers over payments for order flow?
A. I did.
Q. And was it your personal experience that liquidity providers in these discussions asked for price reductions at that time?
A. Very much so, yes. You know, if I go over the chronology, we started in -- I mean, I've been negotiating agreements with banks from, you know, 1999 up until last year when I left the CME. And so, when we started in 1999, we were charging banks -- well, I probably shouldn't be entirely specific on a number, but a significant number somewhere north of $20 in million.
And by the time we got to last year,

we were probably negotiating for spot FX in the range of $3 a million and swaps and -- swap transactions in -- literally measured in cents per millions rather than dollars per million. So there's been a significant reduction in fees paid for order flow during that period.
Q. And was that, you know, true -- was that your experience in the 2010 to 2014 time frame?
MR. DAHAN: What? What "experience"?
Q. These negotiations with liquidity providers about reducing the amount -- the rate of payment for order flow.
A. Yeah, I mean, it was a common theme at every meeting held at banks is, you know, the banks would always want to reduce the fees paid and they would often cite the continuing reduction in spreads as the primary reason for that, because their income was not high enough to sustain the payments that had previously been agreed. And I would suggest that for most of the time period, it was pretty continuous process that that conversation was one that took place. And that would include 2010 to 2014, to be clear.

Q. Thank you.
And in these conversations that you had with liquidity providers about reducing the rates, how often did those conversations result in actual rate changes on average?
A. I -- I couldn't -- I couldn't speculate. What I can tell you is that when I joined UBS, I immediately negotiated with all of our platform providers and this was in 2000 and -- between 2009 and 2011 and I obtained reductions on a hundred percent of the conversations I was having. But, you know, if we're looking at it from the other side of the desk, as the person who was being asked to receive less from my order flow, you know, banks can be demanding and you don't always want to give into those demands, because, obviously, you want to retain as much of a revenue as you can. So I couldn't speculate the percentage of times that that occurred, but it happened.
Q. So say given for a given liquidity provider, approximately, how often would you actually change the rate of order flow payment, every few years, daily, monthly?

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I will say that the climate that we were all operating under in the financial markets post-financial crisis was one of the demands for increasing transparency. So, as part of those demands for increasing transparency, I can suggest that the European regulators felt that fairness and, you know, same fee structures for everybody in making those transparent and public was important in the same way that their requirement for recording transactions in, you know, databases that the regulator could access is also considered important to create transparency. So it's part of a movement towards transparency.

Q. And --

A. Which is convenient for this document.

Q. And other than the general interest in increasing transparency, were there any specific issues you're aware of that this regulation was implemented in order to address?

A. No, I'm not aware of any specific issues other than the 2007 to 2009 financial crisis.

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Q. On the next page, Page 24, Figure 4, there's several platforms there.

Are any of these platforms, as listed in this context, for retail FX trading?

A. So, you know, retail flow is part of a continuum of flow that ends up being priced by an institution. And as we discussed with CurrentX, Current X was the leading kind of infrastructure technology play that was used in the retail markets. Although the transactions between, you know, CurrentX's prime broker and the prime broker for the retail broker were classified as institutional trades, the source of the original request for trade was a retail transaction.

But we can see the same characteristics in any platform that handles flow is that there will be a mix of flow that originates with the retail customer and comes through. FX Connect is probably the exception, because almost all of flow is -- you know, the platform is more designed for asset managers and unless an asset manager is directly relating to, you know, retail flow originally at the front of

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the process, it's unlikely that there would be a retail element to that flow.

Q. Okay. In Paragraph 61, you refer to liquidity providers who paid "a substantial share of trading profits to ECNs as opposed to a dollar per million fee."

Do you see that?

A. I am, yeah.

Q. Okay. Were you aware of particular liquidity providers who made payments on a percentage basis?

A. Yes.

Q. Was that a certain type of liquidity provider say banks versus non-banks or a category of nonbank liquidity providers?

A. My personal experience, which is negotiating those services was that while I did have banks that did pay my company based on profits that they made on the order flow they received, those negotiations were easier with non-banks than they were with banks. So both, both occurred but easier with nonbanks than banks.

Q. And in any of the instances where a

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liquidity provider paid a percentage or substantial share of its trading profits to the ECNs, were any of those in the retail trading context?

A. I can't be certain of the source of the flow necessarily. Again, you know, the actual flow by the time it came from my ECN -- the relationship between my ECN and the liquidity provider was, you know, technically an institutional level relationship. The relationship between me and the market taker was also an institutional relationship. But many of those firms that were clients of my ECN were retail brokers. And so there's no question that the origin of the flow for many of those clients was retail flow, was going through system.

Q. Did any of those ECNs operate or claim to operate a no dealing desk or similar model?

A. I -- I have no real knowledge of that. I am not focused on the business model of my clients to that degree.

Q. You say, "a substantial share of any trading profits."

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What do you mean by "substantial share," is that more than half, something else?

A. So, you know, my personal knowledge relates to the negotiations that I and my sales team conducted with liquidity providers. We were making a very specific offer to those liquidity providers that they either paid us a fee for the order flow on a dollars per million basis or they could choose to pay us 50 percent of their profits. We didn't try to negotiate above 50 percent, but that was the offer that we made.

Q. And not just in the offer that was made but in the instances where a liquidity provider paid for order flow on a percentage basis, approximately, you know, what range of the percentage are we talking?

A. It was only ever 50 percent. It was either one or the other. We gave them that choice. We didn't give them the choice to negotiate a different number.

Q. Okay. So you're saying it was 50 percent or a flat fee --

A. A flat fee dollars per million, yes. We did actually did allow them to negotiate the

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dolls per million number but -- and that did change over time with many of our clients. But the 50 percent was either, you know, take or leave it, 50 percent of dollars per million.

Q. Were you aware of any liquidity providers who paid more than 50 percent of their trading profits in order flow payments at anytime?

A. Again, I'm not aware of the profitability. But if I believe the conversations I had with liquidity providers, who were paying on a dollars per million basis, then it's quite likely that they were paying more than 50 percent at times because they were asking for fee reductions.

Q. Does them asking for fee reductions mean that they are paying more than 50 percent?

How did you come to the conclusion that they were paying more than 50 percent?

A. Some of them -- some of them would show me statements of their profitability and show me that they were, you know, making a, you know, number which meant that my fee was more than 50 percent of their income from flow.

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Q. Are you aware of any instances where a liquidity provider was paying more than 50 percent of its profits in order flow payments on retail flow?

A. I have no specific knowledge of that, no.

Q. Move to Paragraph 62. You're discussing your time at Molten Markets.

What proportion of Molten Markets' liquidity providers paid for order flow, roughly?

A. 100 percent.

Q. And we may have covered this earlier.

But Molten Markets' liquidity providers, was that all in the institutional context?

MR. DAHAN: Objection.

A. So our legal structure was that we had only institutional relationships, but many of our market takers were retail brokers.

Q. Understood.

Were order flow payment agreements -- focusing on the agreements, I know we talked about payments before -- but were these agreements common throughout the industry in the

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2010 to 2014 period?

A. Yes.

Q. And were they the agreements also common for liquidity providers for retail FX platforms?

A. Sorry. Can you say that again, so I hear it clearly?

Q. Were the order flow payment agreements common for liquidity providers for retail FX platforms?

MR. DAHAN: Objection to form.

A. I don't...

So I need to understand what you mean by "platform," because it's a question of whether the retail -- I -- I don't understand the structure of the question, I'm afraid. You know, I've already answered the fact that retail flow coming through a platform would -- the platform would receive payment for order flow from the liquidity provider. And that's really as far as I can answer that question, I think.

Q. Did any of Molten Markets' liquidity providers pay a percentage of their trading profits as order flow payments?

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as valid. That that's my recollection.

Q. And do you remember the dates either of the option agreement or the document that you say confirmed that neither side regarded the option agreement as valid?

A. I don't remember the dates or the chronology, no.

Q. Were you aware of the general terms of the option agreement?

A. Not in -- I mean, I would have read it. I would have considered it. I would have discounted it because it no longer existed. So I don't remember the precise terms of the option agreement but a vague recollection.

Q. So is it fair to say you did not incorporate the terms of the option agreement into your analysis of FXCM's business relationship with Effex?

MR. DAHAN: Objection to form. I think you just said he discounted -- he discarded it, but that's a consideration.

A. I, certainly, looked at it. I considered it. I felt that it was clear that the option agreement didn't exist and therefore it

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was no longer a factor in my consideration.

Q. Okay. Were you aware of any order flow payments made by Effex to FXCM or billed by FXCM before the May 2010 services agreement?

A. I'm not aware of anything.

Q. On the top of the next page, Page 26, you say that, "FXCM and Effex renegotiated the per million fee on multiple occasions based on changing market conditions and irrelative bargaining power of each party."

Do you see that?

A. I do.

Q. What changes in market conditions did you understand served as the basis for these rate changes?

A. I mean, there are probably many factors. I think the biggest driver of it would probably be this spread reduction that they experienced during the period because spread is an important factor for a market maker in making money.

Q. Was it your understanding that Effex's profitability on FXCM trading volume was a factor in these rate negotiations?

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A. You know, logically, if you're running a business and you're paying somebody for flow, you can't pay them more than you're making. So, to that extent, I'm sure it was a factor. But, you know, beyond that I'd be speculating.

Q. You mentioned that in the same paragraph of the last sentence that starting in 2013, Effex paid lower rates for certain currency payors for order flow.

Do you see that?

A. Uh-huh, I do.

Q. Do you know what was the basis for Effex paying less for these currency payors?

A. I have no specific knowledge of that negotiation and the factors in it, no.

Q. Do you know if the services agreement was amended to reflect these new rates?

A. I -- I don't recall. I don't recall.

Q. In your experience, would you expect the parties to memorialize a change in order flow fee rates by amending a services agreement?

MR. DAHAN: Objection to form.

A. You know, I -- I -- if you're being, you know, pedantic about how agreements are kept

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in step completely all the time, then, yes, of course, you would expect people to record changes. That would be a natural expectation. I know from my own experience that that doesn't always happen because people make mistakes.

Q. So, to hone in a little bit on your experience in particular, when your company received order flow from liquidity providers, did you typically have formal written agreements similar to the services agreement here that set out the payment rates for order flow?

A. Yeah, as a matter of policy, we would make sure we had formal written agreements, yes.

Q. And did you ever change the rate of the order flow payments that you received from liquidity providers without amending the written agreement that set out the rates?

A. So our policy was that we would do that. I can't be certain that we always did record that. You know, my liquidity manager was responsible for those relationships and, you know, he was not always as particular about documentation as I would have been. But I -- he probably got it signed. Did he get it signed

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immediately, I don't know.

Q. Okay. And, just to clarify record, when you say, "our policy was that we would do that," you mean we would amend the agreement --

A. Yes of course, yes.

Q. -- is that right?

A. I mean, your policy should always be to make sure that the agreements reflect the nature of the relationship.

Q. Were there ever instances in which you would not want to amend the agreement to reflect a change in the rate or order flow payments?

A. I can't think of one.

Q. Going to Paragraph 67 -- and feel free to review that paragraph as needed.

Do you know whether FXCM was under investigation by the NFA and/or CFTC in August 2014?

A. I don't recall the dates I'm afraid.

Q. Do you know if FXCM was under investigation by the NFA and/or CFTC around that time frame in 2014 in general?

A. Again, I'm afraid I don't recall the

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precise timeline. You would have to remind me with some documentation on that. I'm sorry.

Q. Were you aware of FXCM being under investigation under the NFA and/or CFTC at some point in?

A. I think like everybody else, I was aware after the CFTC issued a press release on the subject but --

MR. DAHAN: Josh, so we're clear, are you talking about his general awareness or you're talking as part of doing his report or, like, back in 2014, did he know FXCM was being investigated? I mean, I think, the witness is not understanding your question.

Q. In preparing this report, were you aware that at some point the NFA and/or CFTC were investigating FXCM?

A. Yes, in terms of reviewing the materials that relate to the case, yes, of course.

Q. Okay. And do you know whether those investigations concerned FXCM's relationship with Effex?

A. Yeah, that was a factor in their

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investigations, certainly, from the material.

Q. Do you know whether these investigations played a role in FXCM deciding to terminate the services agreement with Effex in 2014?

A. I do not know I'm afraid.

Q. Do you know of any other FX brokers other than FXCM who were receiving order flow payments from liquidity providers outside the UK but stopped after the FCA's 2014 thematic review?

A. I'm not aware of the internal operations of those firms, so I have no personal knowledge, no.

Q. At the end of Paragraph 67, which is on the top of the next page, Page 27, you say, "Payments for order flow remain committed in most other major global markets including the US."

Do you mean that they are expressly permitted or that they are not expressly prohibited?

A. Yeah, that -- I actually don't have a list of markets in which -- you know, the rules relating to each. My understanding is that payment for order flow is an accepted practice in

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all markets. In fact, including in Europe today, it's still an accepted practice. It's simply a thematic review and some guidelines that were issued by the FCA, but it's still permitted.

Q. Are you aware of any jurisdictions where payment for order flow are expressly permitted or sanctioned by a regulatory authority?

A. I am not aware of the legal nuances, no.

Q. Are you aware of any jurisdictions in which payments for order flow are expressly prohibited?

A. No, I'm not.

Q. Okay. Are you aware of any regulators outside the UK, like, either restricted or regulated payments for order flows in FX markets?

MR. DAHAN: Objection to form.

A. I am not aware of any, no, I have no knowledge of any.

Q. Moving onto the next paragraph, Paragraph 68, you are talking about "realtime read a book."

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you know of that occur?

A. No. But, as I referred to earlier, you know, I've been part of negotiations with liquidity providers where they've shown me their profitability and used it to squeeze me on -- and asked me to reduce my fees. And, you know, for a period of time, it would have been a substantial number. And in some cases, my fee exceeded what they earned, more than a hundred percent.

So, yes, the simple answer to your question is, yes, I'm aware it was not sustainable.

Q. Okay. If we jump down to Page 36 and Paragraph 96. Let me know when you're there.

A. Yes, I'm there.

Q. And in Paragraph 96 you opine that FXCM's business relationship with Effex, as you defined it earlier in your report, did not create a conflict of interest between FXCM and its no dealing desk customers.

Do you see that?

A. It did not create a conflict of interest. Yes, I see that.

Q. And you had some examples in the

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paragraph of potential conflicts of interest.

Other than assuming market risk or directly taking the opposite side of client trades, are there any other ways that you can think of in which a broker operating a no dealing desk model might have a conflict of interest with its customers?

MR. DAHAN: Objection to form.

A. A no dealing desk model? So, if you're asking me to construct, you know, a hypothetical scenario where there could be a constructed conflict of interest, I guess, I could do that.

Am I supposed to construct a hypothetical scenario?

MR. DAHAN: No.

Q. No, I'm not asking for a hypothetical scenario.

I'm asking if you're aware of, let's say, real world instances or risks that would create a conflict of interest between a no dealing desk broker and its customers.

A. No, I don't think I'm aware of a specific one that I can cite and quote. I'm more

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aware of the hypothetical scenarios than their specifics.

Q. What are those scenarios that you're aware of?

A. Well, you know, let me give you a simple hypothetical scenario.

If a broker -- well, let's just be specific. Let's say if FXCM had eliminated all of their other liquidity providers and directed all of their flow to one, there was no competitive pricing involved at all, then that would generate a conflict of interest because there what was no external reference as to where the market was, but that wasn't the case. So we don't have a conflict. There was a clear reference as to where the market price was in the market and the customer was getting that best price at all times.

Q. If Effex was making order flow payments to FXCM based on a percentage of its profits on trading volume from FXCM, would that create a conflict of interest between FXCM and its no dealing desk retail clients?

MR. DAHAN: Objection to form.

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A. You're asking me to consider a hypothetical situation here which didn't exist, so I can't.

Q. In Paragraph 98 on Page 37 and you say that, FXCM's matching engine applied the same execution rules to Effex as to any other liquidity provider.

Do you see that?

A. Exchange matching engine routed orders to Effex using the same execution rules applied to any other liquidity provider; yes.

Q. When you say that they applied "the same execution rules," does that include winning ties or applying different markups? Are those part of the set of "execution rules" that you're referring to?

A. Yes, they had a set of procedures and rules that they applied and they equally could have applied to other market makers and, indeed, did from time to time apply to other market makers as well as Effex.

Q. In Paragraph 99 you say that the payment for order flow agreement with Effex did not change FXCM's incentives.